



AIRCRAFT MECHANICS FRATERNAL ASSOCIATION

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December 29, 2016

Dear AMFA–SWA Members:

Over the course of the coming days and weeks we will provide updates detailing the factual allegations contained in the complaint against Southwest Airlines that was filed with the federal court in Arizona. It is important that each of you understand the allegations contained in the lawsuit that was filed on your behalf. It will quickly become apparent as you read this information that the Company's alleged conduct has deprived you of the contract you deserve and infringed upon your rights under the Railway Labor Act.

The first factual allegation referenced in the complaint details Southwest's take-it-or-leave-it approach to bargaining:

a) Southwest's Take-It-Or-Leave-It And Surface Bargaining:

41. Since July 1, 2016, and prior thereto, in collective bargaining with AMFA, Southwest has engaged in take-it-or-leave-it and surface bargaining tactics calculated to, or that have the foreseeable effect of, avoiding agreement, imposing delay or cost, displaying the mere pretense of bargaining, and implying an unwillingness to ever reach agreement with AMFA, as follows:

The complaint referenced specific instances when the Company engaged in this take-it-or-leave pattern of bargaining, including, among others:

44. In a bargaining session in Dallas on August 11, 2016, defendant suggested to the AMFA bargaining committee that there would be no contract unless AMFA acquiesced to across-the-board demands, when Lead Company negotiator Mike Ryan stated that (or in words to the effect of), "In all seriousness ... I am having a hard time seeing where these negotiations go after four years ... *none of this* [company offer] *on the table today* [is] *available without our asks.*" [emphasis added]. This stated or implied an unwillingness to ever reach agreement, or to bargain in good faith, with the Mechanics' craft or class chosen representative, AMFA.

48. In a bargaining session on April 14, 2016, in Chicago, defendant suggested to the AMFA bargaining committee that there would be no contract at all unless AMFA acquiesced to defendant's take-it-or-leave-it demands when Lead Company negotiator Mike Ryan stated that (or in words to the effect of), "My message to you is that I need my needs to build your economic package ... For me to be able to put [a] number on the Board I need a feel for your gives ... *We are not going to get very far then ...*" [emphasis added]

These are only a few of the factual allegations supporting the claim that Southwest has violated its duty to bargain in good faith by presenting your Negotiating Committee with take-it-or-leave-it proposals centered around the Company's must-haves. Our next update will discuss the factual allegations of the complaint that address Southwest's regressive bargaining tactics. Again, we ask that stay informed, stay engaged and most importantly stand in solidarity with your union brothers and sisters.

On Behalf of the NEC,

A handwritten signature in blue ink, appearing to read "Bret Oestreich", is written over a light blue circular stamp.

Bret Oestreich
National Director